

42873 Y3  
REV

**STATE FUNDS GRANT**  
**BETWEEN**  
**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**AGING OFFICE OF WESTERN NEBRASKA**

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **AGING OFFICE OF WESTERN NEBRASKA** (hereinafter "Grantee").

**DHHS GRANT MANAGER:**

Bob Halada  
DHHS/MLTC/State Unit on Aging  
PO Box 95026  
Lincoln, NE 68509  
DHHS.Aging@nebraska.gov

**PURPOSE.** The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

**I. TERM AND TERMINATION**

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

**II. AMOUNT OF GRANT**

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$195,404.00 (one hundred ninety-five thousand, four hundred four dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$51.56 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker  
State Unit on Aging  
Division of Medicaid & Long-Term Care  
Department of Health & Human Services  
PO Box 95026  
Lincoln, Nebraska 68509-5026  
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### III. STATEMENT OF WORK

#### A. The Grantee shall:

1. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
2. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
3. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
4. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

#### B. DHHS shall:

1. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
2. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

#### C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
  - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
  - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
  - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
  - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
  3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

#### IV. GENERAL TERMS AND ASSURANCES

##### A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the

State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.

R. HOLD HARMLESS.

1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.

T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.

U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.

V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the

Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

- X. **NEW EMPLOYEE WORK ELIGIBILITY STATUS.** The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- Y. **PUBLICATIONS.** Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

- Z. **PROGRAMMATIC CHANGES.** The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

- AA. **PROMPT PAYMENT.** Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

**Automated Clearing House (ACH) Enrollment Form Requirements for Payment.**

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- BB. **PUBLIC COUNSEL.** In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. **RESEARCH.** The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. **SEVERABILITY.** If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. **SUBGRANTEES OR SUBCONTRACTORS.** The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. **SURVIVAL.** All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. **TIME IS OF THE ESSENCE.** Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. **NOTICES.** Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

**FOR DHHS:**

Nebraska Department of Health and Human  
Services - Legal Services  
Attn: Contracts Attorney  
301 Centennial Mall South  
Lincoln, NE 68509-5026

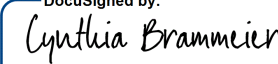
**FOR GRANTEE:**

Cheryl Brunz, Director  
Aging Office of Western Nebraska  
1517 Broadway, Ste. 122  
Scottsbluff, NE 69361-3184  
308-635-0851

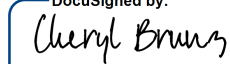
DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

**IN WITNESS THEREOF**, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

**FOR DHHS:**

DocuSigned by:  
  
Cynthia Brammeier  
Administrator  
State Unit on Aging

**FOR GRANTEE:**

DocuSigned by:  
  
Cheryl Brunz  
Director  
Aging Office of Western Nebraska

DATE: 6/29/2018 | 16:03:50 CDT

Grant – No Federal Funds  
Rev. 08/2017

DATE: 6/29/2018 | 16:02:50 CDT

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# ATTACHMENT A

## FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SENIOR VOLUNTEER PROGRAM	36. ADRC						Area Plan Admin	TOTAL
<b>COST CATEGORIES</b>										
1. Personnel	\$162,884	\$4,570		\$64,944						\$232,398
2. Travel	\$10,477	\$0		\$2,500						\$12,977
3. Print & Supp.	\$1,094	\$425		\$800						\$2,319
4. Equipment	\$300	\$0		\$0						\$300
5. Build Space	\$7,785	\$0		\$2,400						\$10,185
6. Comm. & Utilit.	\$4,150	\$75		\$600						\$4,825
7. Other	\$7,010	\$1,052		\$2,200						\$10,262
8a. Raw Food	\$0	\$0								\$0
8b. Contractual	\$1,727	\$24,997		\$17,000						\$43,724
<b>9. GROSS COST</b>	<b>\$195,427</b>	<b>\$31,119</b>	<b>\$0</b>	<b>\$90,444</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$316,990</b>
<b>NON-MATCHING</b>										
10. Other Funding	\$0	\$25,000		\$0						\$25,000
11a. Title XX/Medicaid	\$0	\$0								\$0
11b. NSIP	\$0	\$0								\$0
12a. Income Cont./Fees	\$0	\$0								\$0
<b>12b. TOTAL NON-MATCH</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>
<b>13. ACTUAL COST</b>	<b>\$195,427</b>	<b>\$6,119</b>	<b>\$0</b>	<b>\$90,444</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$291,990</b>
<b>MATCH</b>										
14a. Local Public (Cash)	\$23	\$6,119								\$6,142
14b. Local Public (In-Kind)	\$0	\$0								\$0
15a. Local Other (In-Kind)	\$0	\$0								\$0
15b. Local Other-Cash	\$0	\$0								\$0
<b>16a. TOTAL LOCAL MATCH</b>	<b>\$23</b>	<b>\$6,119</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,142</b>
<b>16b. Cost Less Match</b>	<b>\$195,404</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,444</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$285,848</b>
<b>FUNDING</b>										
17a. CASA				\$90,444						\$90,444
17b. CASA (Used as Match)										\$0
18a. SUA Grants										\$0
18b. Special Award										\$0
18c. Care Management	\$195,404									\$195,404
<b>18d. TOTAL SUA COST</b>	<b>\$195,404</b>	<b>\$0</b>	<b>\$0</b>	<b>\$90,444</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$285,848</b>

Projected Units	3,790.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 51.56	#DIV/0!	#DIV/0!	\$ 602.96	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ 0.01	#DIV/0!	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 51.56	#DIV/0!	#DIV/0!	\$ 602.96	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

[CHECK (this should be -0-)]      \$0      \$0      \$0      \$0      \$0      \$0      \$0      \$0      \$0      \$0

# **ATTACHMENT B**

State Unit on Aging

Care Management Reimbursement Request

Form C 42873 Y3

**NEBRASKA**

Subrecipient Name

Aging Office of Western Nebraska

Good Life. Great Mission.

Address Book No.

508320

Subaward No.

DEPT. OF HEALTH AND HUMAN SERVICES

Service Dates

Total Casework Time Units

Approved Reimbursement Rate

Actual Value

Client Fees Received

CASA funds

Other Income (list separately below)

.  
.  
.

Total Income

Total Reimbursment Requested

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

\_\_\_\_\_  
DIRECTOR\_\_\_\_\_  
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

# ATTACHMENT C

**NEBRASKA**

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

Applicant Name: Aging Office of Western Nebraska

Street Address: 1517 Broadway Suite 122

City/State/Zip: Scottsbluff, NE 69361

Contact Person (Include Address and Telephone if different from above):

## DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:  
Nebraska State Unit on Aging - [DHHS.Aging@nebraska.gov](mailto:DHHS.Aging@nebraska.gov).
- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, Sherry Blaha, chairperson of the Aging Office of W<sup>g</sup>, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area  
PSA L

Date: 2-8-18

Signature:

Title:

*Sherry Blaha*  
Chair

B. If the Provider of a Care Management Unit is a sole proprietorship or partnership, Provide for the signature of the duly authorized person to the statement below:

I, Cheryl R. Brunz, of Aging Office of W<sup>g</sup>, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area  
PSA L

Date: 2/8/18

Signature:

Title:

*Cheryl R Brunz*  
Executive Director

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment, indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification; along with explanation supporting the reasons for any proposed change.

From PhotoShop 6.0.0 Windows 64-bit - Print/Save 1250x1024 px - www.photoshop.com



## **Choosing Home Or In Community Elder Services**

**Proposed changes to the Care Management Unit:**

The updated pages were, 41, 42, 43, 44, 45, 46, 47. The only thing that was changed on any of the items on the previous mentioned pages were updated/deleted names, addresses or phone numbers. Page 17-19 were added to provide a procedure and sample of the log. Pg 3 and 4 were originally there just omitted in the reprint.



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## CHOICES

Welcome to the exciting and rewarding career of Care Management!

You have chosen to enter a very unique and challenging field of Gerontology. Enclosed is summary of Care Management and a brief outline of your position as a care manager. Also included are some helpful hints and training pointers.

As our population grows older, the demands on care systems are changing. Need is increasing rapidly, the costs are increasing even more rapidly and the resources available are shrinking in relation to the growing field.

The structure of a Long Term Care service system is one of the predominately private entities operating in a free enterprise, fee-for-service, and competitive environment. In such an environment, the consumers of long term care, predominately vulnerable people of advanced age, in order to be informed consumers who truly have free choice, need the information and guidance of highly skilled caseworkers providing individual coordination/Care Management services.

CHOICES for long term care has been developed to be a modification and improvement to the current long term care system. CHOICES establishes a review process which coordinates the use of public and private resources to the maximum benefit and maintain elderly independence in a least restrictive environment. The service works effectively to the consumer's advantage, and to the taxpayers advantage, given that costs for long term care are primarily public costs.

The established system will employ several components which are necessary for the program success:

- A. Visibility-program existence awareness.
- B. Referral-client identification.
- C. Pre-screening- determination of need.
- D. Individual Assessment/evaluation-comprehensive client review
  - 1. Economical status
  - 2. Medical status
  - 3. Emotional status
  - 4. Functional status
  - 5. Mental status
  - 6. Environmental status
  - 7. Nutritional status

- E. Care plan –identification of necessary support systems to meet needs.
- F. Coordination- arrangement and assurance of service delivery.
- G. Follow-up – verify effectiveness and determine need for change.

This represents a very brief statement of a Coordination/ Care Management System. The Aging Office of Western Nebraska maintains the philosophy of developing a community based long term care system which will enable individuals to live their lives with the most independence and choices possible when faced with the problems related to deteriorating health, financial and social status. This is feasible with a Coordination/Care Management System that is sensitive, systematic, coordinated and affordable to respond to the needs of older individuals whose personal resources are overwhelmed.

## **POSITION DESCRIPTION**

**TITLE:** CHOICES SUPERVISOR

**APPOINTING AUTHORITY:** DIRECTOR

Responsible for the supervision and management of the CHOICES programs for the AOWN. This is inclusive of the Long Term Care Management, Senior Care Options, and the Aged Medicaid Waiver programs. Extensive supervisory responsibilities in hiring, training and supervision of Case Managers applicable to the CHOICES programs.

### **EXAMPLES OF WORK PERFORMED:**

- In cooperation with the Director, the development of CHOICES service provision for area plan implementation.
- Maintains familiarity with appropriate Federal, State and agency regulations, directives, and policies applicable to the performance of the CHOICES programs.
- In consultation with the Director, implementation of new program initiatives, program regulations, or contract amendments applicable to the CHOICES programs.
- Participation in required training as approved by the Director.
- Develop and maintains cooperative and collaborative relationships with Federal, State and local professionals in the provision of the CHOICES service programs.
- Coordination with the various local entities and State Human Services organizations in the fulfillment of the CHOICES programs.
- Responsible for the supervision of staff necessary to fulfill the purpose of the CHOICES program. This is inclusive of, hiring, training, evaluating, and daily supervision.
- Conduction of CHOICES staff meetings on a monthly basis.
- Supervision of data entry requirements, Connect, NFOCUS, as required.
- Provides quality reviews of client assessments, care plan development, and client file charting completed by case managers.
- Maintain an active caseload of clients as agreed upon with the Director.
- Perform the Senior Care Options reviews as necessary.
- Preparation of monthly reports for submission to the State agency or for presentation to the AOWN Governing Board.
- Other duties applicable to the position as assigned by the Director.

### **MINIMUM QUALIFICATIONS:**

- A Registered Nurse currently licensed in the State of Nebraska, or a Graduate or Baccalaureate Degree in Human Services, or a Certification under Nebraska Social Work Law.
- Two (2) years' experience in Long Term Care, Gerontology or Community Health.
- Two (2) years supervisory or management experience.
- Ability to work independently and ability to work with and motivate others.

- Work duties require sporadically lifting and carrying up to forty pounds.
- Able to travel.
- Normal office hazards are encountered. i.e. prolonged sitting and stooping.
- Must maintain an acceptable level of attendance, punctuality, and availability as determined by the AOWN; must work such regularly-scheduled hours as are determined by the AOWN; must work any required overtime, weekends and holidays.
- Valid Nebraska drivers license
- Proficient in written and oral communication
- Proficient telephone and communication etiquette skills
- Experience in computer application and data entry.

## **POSITION DESCRIPTION**

**TITLE: CARE MANAGER**

**APPOINTING AUTHORITY: CHOICES SUPERVISOR**

Under the supervision of the CHOICES Supervisor performs the assessment, development, implementation, authorization, processing and evaluation of community based services for the elderly throughout the Panhandle of Nebraska.

### **EXAMPLES OF WORK PERFORMED:**

- Extensive assessment of potential elderly clientele and their needs to obtain or maintain community based in-home services.
- Process and coordinate community based services for the elderly and their families.
- Implement a program assistance/care plan for elderly who qualify under program guidelines.
- Work in cooperation with Resource Development in the securement of appropriate service providers.
- Authorize providers and services as needed.
- Evaluate applicable services and programs on a monthly/annual basis.
- Acquire and maintain familiarity with appropriate laws, policies, regulations, and directives of the AOWN, Nebraska Health and Human Services, and other State and Federal agencies that the AOWN works directly with.
- Maintain familiarity of community resources and provide appropriate information and assistance to elderly and families.
- Attendance at programmatic meetings.
- Participation in training as directed and approved by the CHOICES Supervisor or Director.
- Participation in training as required by programmatic contracts.
- Maintain confidentiality of all client information.
- Entry and verification of client information in the agency's automated reporting and tracking system (N-FOCUS).
- Maintenance of records as directed.
- Completion of monthly reports as directed.
- Provide input to periodic quality assurance reviews.
- Assist in the orientation of service providers, program participants, and other community agencies or groups.
- Serve as an advocate for participants and clientele.
- Work "on-call" as necessary.
- Other related duties applicable to the position as assigned by the CHOICES Supervisor or Director.

**MINIMUM QUALIFICATIONS:**

- A Registered Nurse currently licensed in the State of Nebraska, or a Baccalaureate or Graduate degree in the Human Services field, or Certification under the Nebraska Social Work Law and
- Two years' experience in long term care, gerontology, or community health.
- Proficient in written and oral communication.
- Experience in computer application.
- Valid Nebraska driver's license.
- Normal office hazards are encountered. I.e. prolonged sitting and stooping.
- Must maintain an acceptable level of attendance, punctuality, and availability as determined by the AOWN; must work such regularly-scheduled hours as are determined by the AOWN; must work any required overtime, weekends and holidays.
- Available to travel.
- Proof of Insurability for malpractice liability insurance.
- Proficient telephone and communications etiquette skills.
- Ability to work independently.
- Work duties require sporadically lifting and carrying up to forty pounds.

## **POSITION DESCRIPTION**

**TITLE: CARE MANAGEMENT ASSOCIATE**

**APPOINTING AUTHORITY: CHOICES SUPERVISOR**

Under the supervision and direction of the CHOICES Supervisor, is involved in performing the care plan development, implementation, authorization, processing, and evaluation of community based services for the elderly throughout the Panhandle of Nebraska.

### **EXAMPLES OF WORK PERFORMED:**

- Process and coordinate community based services for the elderly and their families.
- Implement a program assistance/care plan for elderly who qualify under program guidelines.
- Work in cooperation with Resource Development in the securement of appropriate service providers.
- Authorize providers and services as needed.
- Evaluate applicable services and programs on a monthly/annual basis.
- Acquire and maintain familiarity with appropriate laws, policies, regulations, and directives of the AOWN, Nebraska Health and Human Services, and other State and Federal agencies that the AOWN works directly with.
- Maintain familiarity of community resources and provide information and assistance to elderly and their families.
- Attendance at programmatic meetings.
- Participation in training as directed and approved by the CHOICES Supervisor or Director.
- Participate in training as required by programmatic contracts.
- Maintain confidentiality of all client information.
- Entry and verification of client information in the agency's automated reporting and tracking system.
- Maintenance of records as directed.
- Completion of monthly reports as directed.
- Provide input to periodic quality assurance reviews.
- Assist in the orientation of service providers, program participants, and other community agencies or groups.
- Serve as an advocate for participants and clientele.
- Work "on-call" as necessary.
- Other related duties applicable to the position as assigned by the CHOICES Supervisor or Director



**MINIMUM QUALIFICATIONS:**

- Associate Degree in Human Services field, or four (4) years' experience in long term care, gerontology or community health care provision.
- Proficient in written and oral communication.
- Proficient telephone and communication etiquette skills.
- Experience in general office procedures.
- Ability to work independently.
- Knowledge of the Nebraska Panhandle and its communities.
- Available to travel.
- Normal office hazards are encountered. i.e. prolonged sitting and stooping.
- Must maintain an acceptable level of attendance, punctuality, and availability as determined by the AOWN; must work such regularly-scheduled hours as are determined by the AOWN; must work any required overtime, weekends and holidays.
- Valid Nebraska driver's license.
- Work duties require sporadically lifting and carrying up to forty pounds.

## **POSITION DESCRIPTION**

**TITLE: RESOURCE DEVELOPER**

**APPOINTING AUTHORITY: CHOICES SUPERVISOR**

Under the supervision of the CHOICES Supervisor, performs a role in the identification, recruitment and processing of community based service providers throughout the Panhandle of Nebraska. This is to facilitate service provision for CHOICES clientele and to assist caregivers in gaining access to services. To assist the Medicaid Aged and Disabled Waiver Service Coordinators and case managers in clerical activities as directed.

### **EXAMPLES OF WORK PERFORMED:**

- Assist in establishing and maintaining an ongoing inventory of service provision and providers for elder services available throughout PSA-L.
- Seek out, identify, and process new provisions and providers of elder services throughout PSA-L.
- Participation in the enrollment, orientation, background checks and renewal of providers of services. Provide certification, recertification and monitoring of providers of services.
- Work in cooperation with the CHOICES staff in the securing of appropriate service providers to meet the needs of elder clientele.
- Acquires and maintains familiarity with appropriate laws, policies, regulations, and directives of the AOWN, State of Nebraska Department of Health and Human Services, and any other State or Federal agencies that the AOWN works directly with in acquiring services for elder clientele.
- Provide periodic client satisfaction reviews.
- Entry and verification of client/provider information in the automated reporting and tracking system, CONNECT and NFOCUS.
- Retrieval of automated reports for agency management and State and Federal requirements.
- Assistance to providers with billing issues.
- Maintain confidentiality of all client information.
- Provide clerical assistance for the Case Coordinators.
- Attendance at programmatic meetings to share information and provide input on resource development activities and identifies service needs.
- Participation in training as directed and approved by the CHOICES Supervisor.
- All other related duties applicable to the position as assigned by the CHOICES Supervisor or Executive Director.

**MINIMUM QUALIFICATIONS:**

- High School graduate and two years' experience in Human Services working with the elderly.
- Proficient in written and oral communication.
- Proven experience in data entry and computer application.
- Proficient telephone and communication etiquette skills.
- Experience in general office procedures.
- Ability to work independently.
- Knowledge of the Nebraska Panhandle and its communities.
- Available to travel.
- Normal office hazards are encountered. i.e. prolonged sitting and stooping.
- Must maintain an acceptable level of attendance, punctuality, and availability as determined by the AOWN; must work such regularly-scheduled hours as are determined by the AOWN; must work any required overtime, weekends and holidays.
- Valid Nebraska driver's license.
- Work duties require sporadically lifting and carrying up to forty pounds.

## **AOWN PERSONAL POLICY**

Please see AOWN Employee Handbook for specific policies.

### **Training Materials and Format**

- A. Nebraska State Unit on Aging Care Management Unit Long-term Care Assessment Document.
- B. Resource manual for own area.
- C. Calendar, appointment book, legal pad, chart, forms.
- D. Personal orientation with the Care Management Unit Supervisor, as needed, on an individual basis.
- E. Monthly staff meetings to review resources, and for input on individual case load.
- F. Client file must contain:
  - 1. Assessment
  - 2. Care plan
  - 3. Consent form
  - 4. Physician Summary
  - 5. Notes, letters, documents as needed, copies of all correspondence.
  - 6. Copies of billings.

### **Aging Office of Western Nebraska (AOWN)**

The AOWN is an agency formed by a Governing Board of County Commissioners. We have many programs available besides Care Management. We fund Handyman and Nutrition Program. Cheryl Brunz is the Executive Director of AOWN.

When the agency vehicles are available, you will use them. You will need to sign out for them in advance. Fill the car and charge to the agency. Bring in the charge slips and give to Fiscal Dept. Keys must be back in the office by 8:00 A.M. the next day if you get back after the office is closed. If the Agency vehicle is not available, you will be paid mileage for the use of your own vehicle. The driver is responsible for the cleanliness of the vehicles, Also the driver must get the vehicle serviced when needed. Each vehicle has a mileage sheet in the vehicle to be filled out for each trip.

A brief summary of some of the most used programs and agencies. For more information, please refer to your resource manual.

**1. Durable Goods**

The Aging office does have a few medical durable goods that are available for loan to clients.

**2. Medicare**

Medicare is the primary health insurance for the majority of persons over the age of 65. Part A is hospital insurance and Part B is for physicians, x-rays, and medical equipment. Part B is not the same as a supplemental policy. Supplemental policies are usually designed to cover what Medicare does not cover. Each policy is different and clients need to be sure that the policy is worth the additional premium.

**3. Social Security**

Social Security is a program which pays monthly benefits after the age of 62 or 65 in most cases. There is also Social Security available for younger persons who are disabled or survivors of workers. The amount of the benefit depends on how much was paid through the years worked. This is the primary source of income for most of our elderly clients, and in most cases, the only source of income.

**4. Medicaid (Title XIX)**

This is a State funded program, through DHHS to provide for medical assistance and needs for persons with low income and no additional co-insurance. It can pay for glasses, dental, medications, and for personal caregivers. Income guidelines and asset guidelines are low.

**5. Medicaid Wavier**

This is a special program through the AOWN. It provides Service Coordination, for Medicaid eligible clients. Services include meal assistances, caregivers, transportation, and housekeeping. This is a very unique and helpful program. If you have a client who may be eligible and needs those services, refer them to the CHOICES Supervisor. Clients must meet certain criteria, and the goal is to keep people at home and prevent nursing home placement. The funding for this program is Federal

**6. Title XX**

This program is administered through the DHHS. It can provide meals, caregiver, housekeeping, yard work, etc. Guidelines are less restrictive.

**7. Adult Protective Services (APS)**

This program is administered through DHHS. Basis for this is to protect the rights of clients in cases of abuse/or neglect. If you suspect such a situation, make a referral to the APS worker. There are guidelines about what is deemed abuse or neglect.

**8. Department of Health and Human Services(DHHS)**

This is an agency through the State of Nebraska. Its function is to service low income individuals or families with various programs. The programs include Title XIX, Title XX, Medicaid Waiver, energy assistance, Supplemental Nutrition Assistance and many more. Income guidelines are determined on individual basis according to a special budget.

**9. Community Action Partnership of Western Nebraska( CAPWN)**

This is a special agency which provides weatherization, emergency food supplies, etc. Commodities for the elderly can be obtained monthly by signing up for their program.

**10. Disabled Persons and Family Support (DPFS)**

This program is thru DHHS designed to assist families with caregivers in their home, medications, respite, etc.

**11. Emergency Response System**

The Client wears a necklace or a bracelet with a small device which can be pushed should they have an emergency. Unit cost vary based on one of 3 options but clients can receive a discount based on their income. Please see sliding fee scale for current year eligibility.

**12. Handyman –Handibus**

Offer housekeeping assistance, yard work, and snow removal. They can also do minor repairs. The fee is based on a sliding scale. There is also the Handibus which can pick up the client, take to desired place and return them back home. The fee is very nominal and based upon on a one way trip.

**13. Nutrition Sites**

Senior Centers throughout the Panhandle offer meals for a suggested contribution. The meals are for regular diets, although they do try to keep them low in sodium. See Nutrition site schedule for locations. Some sites have home delivered, some have congregate meals.

**14. Meals on Wheels**

This is a program through the RWMC Volunteer Bureau which delivers meals that are either regular, or specialized diets. Contact Volunteer Bureau at 632-3736 for current price list.

**15. Housing Authority**

The housing authority has special units which are subsidized partly by the Federal government. Clients pay 1/3 of their income for rent. Section 8 is for approved homes or houses that the government also pays for part of the rent.

**16. Legal**

Legal Aid Hotline number is 1-800-527-7249

**Care Management**

Assessment of the clients: use the standardized assessment form from the Nebraska State Unit on Aging. Try to get all the forms filled out on the first visit, if possible. Use professional judgment, when it calls for you to assess the client.

Be sure to explain the sliding fee scale and your care and CHOICES brochures. Have the clients sign a consent form. Provide client with AOWN Brochures.

Determine the need and discuss this with the client, usually this can be done right away. If in doubt, tell the client you will get back with them as soon as you determine if there are any programs available to assist. Never promise the client anything. If you break a promise, you lose the trust of the client, and it tarnishes the image of the agency! You must earn the trust and respect of the client, and breaking promises is not the way to do that. Be sure to send the physicians letter and summary, note it on the chart, and be sure to send a self-addressed stamped envelope.

Write a care plan at the time of the interview, with observations, and needs that the clients request. We cannot help in every aspect, but we certainly look into every alternative that is available.

You may make telephone calls for follow-up visits every other time when appropriate. The dates are approximate, if need be, you can fluctuate by a few days, as case loads of clients need change. Some clients need to be seen more often such as monthly and bi-monthly. You can use your professional judgment. Certain times call for reassessment, like in the case of a death of a spouse, or hospitalization. If a client dies, send the spouse or family a sympathy card. Also clip the obituary from the paper and place in client's file. Record this change of status on the monthly status form. If the client goes to a nursing home or moves out of the

panhandle, these also need to be recorded on a change of status form. The new files are to be given to the Care Manager Supervisor at the end of the month on staff meeting days.

You are responsible for scheduling your assessments and follow-up visits. All files and charting are to be complete by staff meeting. Also your monthly logs are to be completed.

Be sure to chart anything you do for the client and all contact made on behalf of the client. Remember—If it's not charted, you didn't do it. Document your work carefully! Utilize your resources. Make referrals to the appropriate agencies or providers, and check with them to assure that coordination has been started.

When you receive a referral on a possible client, try to make contact, to at least set up the assessment within 24 working hours.

We are not an emergency referral service, but we do try to get something in place as soon as we can.

We also do not provide skilled nursing. This is a function of Home Health. If a client needs the services, refer them to Home Health in that area. They work very well with us, and they give us referrals.

When you are doing the initial assessment, be sure to check the clients medications carefully. This includes medications dosage, frequency, date of the Rx and physician. Many clients often see more than one doctor, and we need to make sure that each doctor is aware of what the other is prescribing in order to prevent a drug reaction. Also encourage the client to use generic medicines whenever the doctor will allow. They can really save the client money.

Use brochures, pamphlets and recommend support groups when appropriate. Educating the client and or caregiver is essential to good care management.

Encourage Veterans and their spouses to make application to the V.A. home. There is a waiting list of approximately 1 year for veterans, and about 3 years for their spouses. If they are not ready to go in when their name comes up on the list, they can have their name moved down on the client list.

Remember that you are the client's advocate in Care Management. They depend on you to search out and protect their rights, and to help them with their needs. Dignity and independence is our primary goal for them as long as it is safe for them, and they are usually better off in their own home.



There are drug handbooks and a PDR in the CHOICES supervisor's office.

**\*\*\*Remember, what you learn from your clients, and about them is confidential!!! This point is very critical for you to understand and know if you breach confidentiality, you will be terminated immediately.**

Hopefully you have received a very general concept of what Care Management is, and what care managers do. What is expected of you in this position is simple; professionalism.

Don't be afraid to talk to your supervisor for help or advice. If you have questions, please ask, there are no dumb questions. What makes no sense is to not ask and then waste your time and the supervisor's time, trying to correct an error that could have been prevented. **IF YOU ARE NOT SURE ASK!!! WE CAN NOT AFFORD TO LOSE ANY ONE FROM "BURNOUT" SO INSTRUCT YOUR CLIENTS, AND THEIR FAMILY MEMBERS THAT YOU DO NOT TAKE CALLS ON THE WEEKENDS, EVENINGS, HOLIDAYS OR ANY OF YOUR SCHEDULED DAYS OFF.** If you are having trouble with this, please let me know and I will talk to them personally. You will be given a personal orientation by your supervisor, and you may be working with other care managers as needed.

This is a team effort and with all of us working together we can be assured of having the best Care Management Unit.

**Procedure for Case work time units:**

Aging Office of Western Nebraska Care Management unit staff will record the actual case work units provided to each client on their monthly case management log.

CASE MANAGER: LISA

MONTH \_\_\_\_\_

## ACTIVE FOLLOW UPS

CLIENT NAME	CASE NUMBER	DATE	HOURS	COUNTY
320 E. 42 <sup>nd</sup> , #S106, SCOTTSBLUFF 672-9786 disaster__	3065	_____	_____	SB
1670 7 <sup>TH</sup> ST., GERING 436-2238 disaster__	2762	_____	_____	SB
308 W. 33 <sup>RD</sup> ST., APT. #6, SCOTTSBLUFF 635-1145 disaster__	2643	_____	_____	SB
558 7 <sup>TH</sup> ST. #3, GERING 631-8793 disaster__	3034	_____	_____	SB
#5J DOME ROCK MANOR, GERING 436-3770 disaster__	2568	_____	_____	SB
1101 W. 20 <sup>TH</sup> APT. #113, SCOTTSBLUFF 635-1861 disaster__	2971	_____	_____	SB
1618 W. OVERLAND, SCOTTSBLUFF 632-7056 disaster__	3067	_____	_____	SB
2307 AVE D, SCOTTSBLUFF 632-2450 disaster__	2086	_____	_____	SB
2401 3 <sup>rd</sup> AVE., SCOTTSBLUFF 632-8972 disaster__	2996	_____	_____	SB
1225 12 <sup>TH</sup> ST. APT. 2A, GERING 436-3589 disaster__	1940	_____	_____	SB

CASE MANAGER: LISA

MONTH \_\_\_\_\_

## ACTIVE FOLLOW UPS

CLIENT NAME	CASE NUMBER	DATE	HOURS	COUNTY
817 7 <sup>TH</sup> ST., APT. A, GERING 436-4811 disaster__	3029	_____ _____ _____	_____ _____ _____	SB
2301 6 <sup>TH</sup> AVE., SCOTTSBLUFF 632-4787 disaster__	3028	_____ _____ _____	_____ _____ _____	SB
1810 N ST., GERING 436-9030 disaster__	3068	_____ _____ _____	_____ _____ _____	SB

## **CHOICES CARE MANAGEMENT UNIT (CMU)**

### **STATEMENT OF PHILOSOPHY**

The Statement of Philosophy is the promotion of creative, positive interdependence for the elderly of the Panhandle using appropriate community resources during the time when total independence is no longer a workable reality. The overall expected outcome of care management is that the client will be empowered to help himself/herself as much as possible and learn to make use of community resources in those cases where help is needed. This may sound self-evident but it is very difficult for self-sufficient independent people to learn to accept help. The Care Management staff will be alert to the difficulty and sensitive to ways which make taking help more acceptable. Anything CHOICES hopes to accomplish with individuals works best when the individual retains control.

To this end, the mission of CHOICES is as follows:

1. To find those people who primarily 60 years old and older who need help to remain safely in their homes or the homes of family members.
2. To help those people 60 years old and older by coordinating community services to prevent premature institutionalization.
3. To network with all existing community resources and informal support groups on behalf of the client.
4. To help establish community resources which are needed for full implementation of care plans to be used in Care Management.

### **PERFORMANCE REVIEW AND EVALUATION**

The methods used to evaluate the attainment of goals and objectives will be to:

1. Review the written goals and objectives at the beginning of each fiscal year with the Care Managers and the Executive Director.
2. The evaluation findings will be documented by the monthly reports which are presented to the Advisory Council and Governing Board.
3. At least annually a review of goals and objectives will be conducted with the Executive Director as well as the Care Managers.
4. Performance deficiencies noted by review will be addressed through a plan of correction.

### **Procedure to Receive Input**

The procedure to receive input from local citizen in the formulation and implementation of the Plan of Operation will be to consult with the Advisory Council and also Governing Board of the Aging Office of Western Nebraska

The Advisory Council meets on the Monday preceding the second Thursday of each month. These meetings are open to the general public. The Advisory Council is made up of persons age 60 or over with one representative from each participating county.

The Governing Board meets on the second Thursday of each month. These meeting are open to the general public. The Governing Board is made up of one County Commissioner from each participating County.

The PLAN OF OPERATION is presented to both the Advisory Council and the Governing Board before being submitted for approval to State Unit on Aging (SUA)

During the final review by Advisory Council, a public hearing is held as a part of the review.

**PROCEDURE TO INFORM**

The procedure to Inform eligible individuals on a regular schedule and in a comprehensive manner will be to:

1. Continue regular contact with social workers at nursing homes and discharge planners at hospitals both in person and with the use of brochures.
2. Continue regular contact with senior center/nutrition Site Managers as well as those persons who attend senior centers, both in person and with the use of brochures.
3. Continue regular contact with VA representative and case workers at DHHS, both in person and with the use of brochures.
4. Continue to make speakers available to organizations.
5. Continue regular contact with clergy and church groups.
6. Make press releases available as appropriate and otherwise use newspaper, radio, and TV when that seems productive.
7. Informing physicians is accomplished by sending a letter and a form requesting a physician summary as each client is assessed. CHOICES brochure and the card of the Care Manager is enclosed.



### **POLICY FOR SEPERATION OF CARE MANAGEMENT UNIT**

The Care Management Unit shall be operated separately from Direct Care Programs of AOWN or the Direct Care Program of any other provider of a Care Management Unit. The Care Management Unit Supervisor will be responsible for only the Care Management Program

### **PROCEDURE FOR INTERDISCIPLINARY TEAM APPROACH**

The Interdisciplinary Team Shall be composed of formal and informal support system if client consents to their involvement.

The Support Systems to be used for the Interdisciplinary Team approach may include:

#### **The people in the Informal support system of the client including:**

1. Family members geographically near or far away.
2. Neighbors and friends.
3. Groups of which the client is/has been a part.
4. Any other unpaid source of support.

#### **The formal support system including:**

1. Department of Health and Human Services.
2. Nursing homes which may be available as creative alternative service providers.
3. Housekeeping services.
4. Transportation services.
5. Nutrition services.
6. Pharmacists.
7. Assistance with insurance claims sometimes provided by doctor's offices or pharmacies.
8. Doctors and their staff.
9. Hospitals, Particularly Discharge Planners.
10. Any other formal delivery system

### **PROCEDURE FOR INTERDISCIPLINART TEAM APPROACH**

Whenever possible, the Interdisciplinary Team will be included in the assessment process, as well as development and implementation of the care plan.

Example- In the case of families with a developmentally disabled family consents, the Office of Human Development will be involved.

We work closely with Vocational Rehabilitation on clients with physical disabilities.

The hospital Discharge Planners are Social Workers or Registered Nurses. We work closely with Discharge Planners of all hospitals.

The above examples are typical of our process of Interdisciplinary activity. This is done on a case by case basis.

Whenever permission is granted to share confidential information, CHOICES will share that information for the benefit of the client; extending to formal agency staffing, if needed.

**PROCEDURE FOR SERVICE PRIORITY**

The criteria for priority of service to eligible clients in the event funds are insufficient to meet all clients needs:

1. All clients at risk for immediate nursing home placement.
2. All clients who are referred by DHHS, hospital, discharge planners, home health, care or physicians.
3. All Clients who are referred by a family or caregiver who is indicating the need for help.
4. All clients who show any indication of confusion probably traceable to inadequate nutrition or improperly administered medications.
5. Any client with one or more functional problems requiring assistance.
6. All clients who are on 10 or more medications.
7. Any client who has suffered the recent death of a spouse or other major caregiver.
8. All clients over the age of 85, who may be able to leave a nursing home and return to a more independent style of living.

These priorities are considered for individual clients on a case by case basis.

**PERSONAL POLICY AND PROCEDURES**

Although CHOICES, Care Management Unit, is operated as a separate entity within the AOWN organizational structure. All staff employed by the CMU, will be governed by approved AOWN personal policies and procedures of which have had previous on-going Governing Board review. The policies are inclusive of:

- 1) Hiring, selection, compensation, evaluation, discipline, grievance, supervision, training.
- 2) Equal Opportunity.
- 3) Affirmative Action.

Any proposed AOWN Personnel Policy modification will have prior approval by Governing Board before affecting the CMU.

### **ACCOUNTING AND AUDIT**

The Fiscal management of accounting records shall be the responsibility of the AOWN administrative staff. All records will be maintained in accordance with generally accepted accounting principles

Audit of the CMU will be made in accordance with generally accepted auditing standards inclusive of the provisions of OMB Circular A-128 and A-133.

### **CLIENTS RIGHTS POICIES AND PROCEDURES**

Because each client is in full possession of his/her civil rights and a person who has primary responsibility for his/her life and the ultimate authority to make decisions regarding that life, the CHOICE Care Management Unit adopts the following:

Eligible individuals in PSA-L shall have the right to receive CMU services without regard to race, color, sexual gender identification, national origin, religion or disability.

In addition, CHOICES shall insure the clients have the following rights:

- Informed and voluntary consent of assessment, participation in the program, and release of client information to appropriate third parties.
- The right to be part of the Interdisciplinary Team in the development of and to approve or disapprove the Long Term Plan of care.
- The right to choose available services and providers of the services.
- The right to be informed of the name of the Care Manager responsible for their case.
- The right to receive a description of available Care Management services, fees, charged and billing mechanism.
- The right to have access to their Care Management service file and record unless such access is restricted by law.
- The right to register complaints and file grievances without being subject to discrimination or reprisal.
- The client will be informed of these rights in writing at the time of assessment.

**AGING OFFICE OF WESTERN NEBRASKA****CONSENT FOR CARE MANAGEMENT ASSESSMENT/SERVICES**

**Part I:** I agree to participate in an assessment to evaluate what services may be available to meet my needs.

**Part II:** I agree to participate in the Care Management Program including the planning and coordination of services I have chosen. I understand that some of the information gathered in the assessment may need to be shared with other agencies and or/providers for the coordination of my services.

I understand there may be a sliding scale fee for Care Management services bases on income. My Care Manager will inform me of my share of cost it this applies to me: \_\_\_\_\_% or hour.

**CLIENT RIGHTS AND RESPONSIBILITIES**

**As a client of the Care Management Services Program you have the right to:**

1. Care Management Services without regard to sex, race, national origin, religion, disability, or income.
2. An assessment of your needs as part of the Care Management process.
3. Voice your choices in the plan of the care. The Care Manager will inform you of available services, programs, funding sources, providers, and cost. You may accept or reject recommendations and choose the services and provider you want.
4. There may be a sliding fee scale based on income for you Care Manager's services. The Care Manger will explain this to you.
5. Your file will be kept confidential at all times and you may have access to your file if desired unless restricted by law or State or Federal regulation.
6. Due process if you feel you have been discriminated against or unjustly treated by the Care Management process.
7. The right to be informed of the name of the Care Manager responsible for their case.

**A client may be discharged for the Care Management Program by the Care Manger when:**

1. Requested by the client
2. The client is receiving similar services through another program (i.e. Medicaid Waiver).
3. The client becomes a permanent resident of a nursing facility, assisted living, or other facility.
4. The client has passed away.
5. The Care Manger and the CHOICES Supervisor have identified that an unsafe environment exists for the services to continue. Reasons may include but not be limited to the lack of providers, unstable health lack of Participation in program, and or noncompliance with plan care.

If you have any questions, or concerns, or complaints, Contact Carol Sinner RN, CHOICES Supervisor at (308)635-0851 or 1-800-682-5740.

\_\_\_\_\_  
Client/Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Care Manager Signature

\_\_\_\_\_  
Date

Others present at the time of assessment

\_\_\_\_\_

Care Manager Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

03-06-2018



### **CLIENT INFORMATION AND CONFIDENTIALITY**

A CMU shall maintain client confidentiality in release of information to, and obtaining information from, third parties. Client consent forms will be signed by clients, and third party receivers of such information shall show receipt of same, when such information is necessary for the particular client's case. All release forms and/or documents legally approving release of information shall be maintained in the client's file.

Clients records shall be maintained at AOWN. Client files and records shall include all documents relating to the client, including the assessment documentary, the Long Term Plan of Care and proper release forms. Access of these records shall be limited to the Care Mangers, the CMU Supervisor, and when indicated, appropriate third parties within the scope of the law, and with previous proper authorization. Storage of such case records, including computerized case data, shall have the same restricted access.

Client Confidentiality shall be maintained when staff and contractors participate in Long Term Care Plan conferences or consultations involving outside persons.

Funding and certification entities of the CMU may inspect, audit, and review client files and records.

Files will be kept within Federal Government timelines.

### **TRAINING PLAN**

AOWN CMU Supervisor shall conduct orientation program for all Care Management personnel and contractors.

AOWN CMU Supervisor shall participate in the training provided and paid for by the SUA Care Management Unit Supervisors.

AOWN In-Service Training shall include monthly In-Service Training. These trainings shall be on policies and procedures of the CMU techniques, methods and research on Care Management and proper use of the standardized long term care assessment document.

**STANDARDIZED LONG-TERM CARE ASSESSMENT DOCUMENT**

AOWN Care Management Unit shall use the Long-Term Assessment document Issued by the SUA.

AOWN Care Management Unit Supervisor shall provide training for Care Managers prior to the use of the Document.

### **LONG TERM CARE PLAN**

Development of a Long Term Plan for clients participating in CHOICES Care Management Unit shall include consultation and participation, including client consent for family participation in plan development provided the client consents to their involvement and the family is willing to be involved.

CHOICES Care Management Unit shall use an interdisciplinary approach to care management, using formal and informal support systems available to the client.

CHOICES Care Management Unit shall coordinate appropriate resources that are available, so that the clients receive, when reasonably possible, the level of care that the best matches their level of need.

CHOICES Care Management Unit shall monitor the delivery of services to the client to reasonably assure the continued appropriateness and effectiveness of the services being delivered under the Long Term Care Plan. These Long Term Care Plans shall be reviewed on at least an annual basis by the Care Managers and the Care Management Unit supervisor.

CHOICES Care Management Units shall record those services that are needed by a particular client but are not available, as well as those services that are rejected by the client. Establish individual goals and objectives agreed to by the client and/or major caregiver. Establish a tentative time frame for implementation of the Long term Care Plan. Define the services which are needed, including any equipment or supplies. Define who will provide such services. Specify the availability of services, supplies and/or equipment. Specify the estimated costs and methods of service delivery. Provide for re-assessment upon change in clients status.

Each Long Term Care Plan will take into account the most valuable resource available is the self-image of the client and will strive to enhance that self image as one of empowerment.

### **ACCESSABILITY OF SERVICES**

AOWN, CMU shall maintain a comprehensive directory of available public and private resources that include both formal and informal community based services and institutions for use in referral activities of the CMU.

This directory shall be available at AOWN.

All Care Managers are provided with that part of the resource directory which relates to the area they serve.

### **UNIFORM DATA COLLECTION**

AOWN Care Management Unit will comply with the Nebraska Care Management Information System Issued by the State Unit on Aging for data collection, information processing, and reporting requirements of the Departments.

AOWN Care Management Unit will have access to a compatible computer in order to use the State Unit on Aging Information System, and will be responsible for the data entry and verification of quarterly and annual reports to the State Unit on Aging.

**AMENDMENT OF PLAN OF OPERATION**

Approved Amendments of the plan of operation shall be filed with the State Unit on Aging within sixty (60) days of the determination that such Amendments are necessary.

Amendments of the Plan of Operation will be made:

1. If CMU is unable to meet Time Tables outlined for services, goals and objectives.
2. When significant policies and procedures need to be changed.
3. When other representatives and commitments made in the Plan of Operation cannot be met.

Amendments of the Plan of Operation shall be submitted to the State Unit on Aging; 301 Centennial Mall S.; Lincoln, Nebraska 68508.

Amendments will not be Implemented without prior approval for SUA.

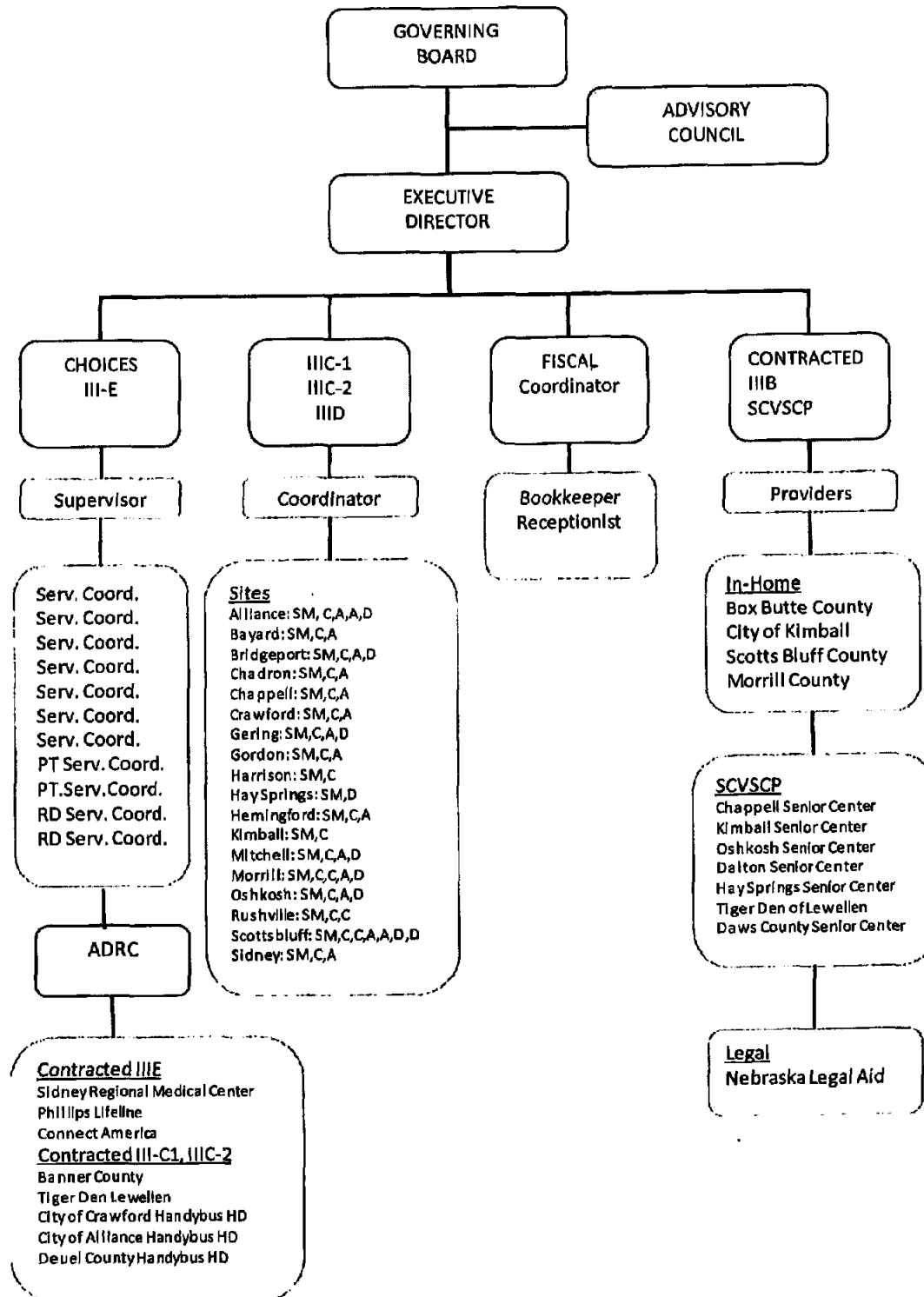
## **CARE MANAGEMENT UNIT SUPERVISOR RESPONSIBILITIES**

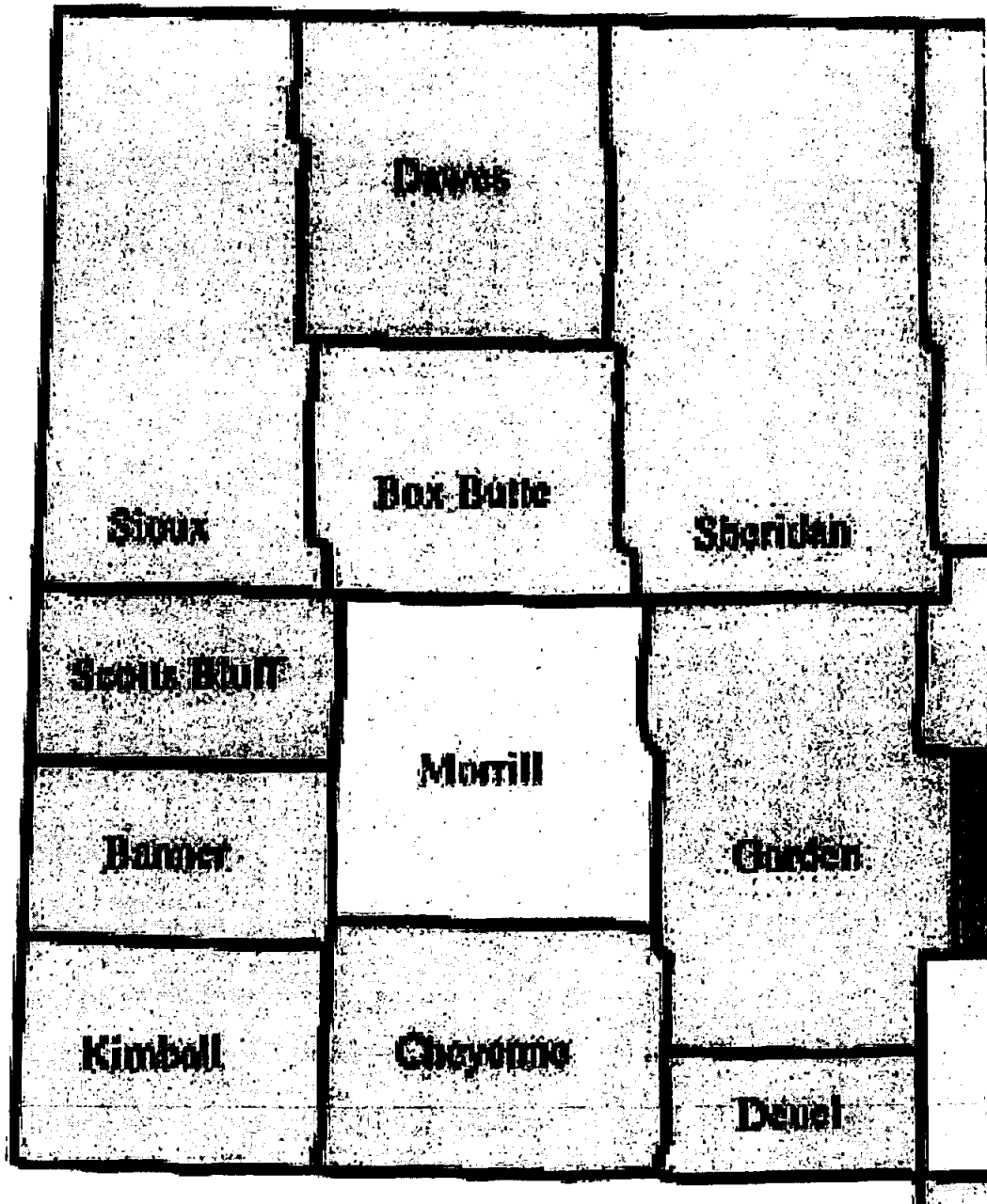
Care Management services for clients as outlined in rules and regulations are the exclusive responsibility of the Care Management Unit Supervisor (CHOICES Supervisor) or care manager; except that a supervisor or care manager may delegate to staff of the Care Management Unit the performance of the services of referral, coordination of the Long-Term Care Plan, and monitoring of the delivery of services to clients if supervision is provided by the supervisor or care manager.

The Care Management Unit Supervisor (CHOICES Supervisor) is responsible to implement the Care Management Plan of Operation and to supervise the activities of the staff and contractors.



## FY '18 AOWN ORGANIZATIONAL CHART





**Major NON-AAA SERVICE PROVIDERS**

**Doctors' Offices/Pharmacies**

Regional West Physicians Clinic-Internal Medicine  
911 Ave. B #1110  
Scottsbluff, NE 69361

Hemingford Clinic  
812 Laramie Avenue  
Hemingford, NE 69348

Oregon Trail Eye Clinic  
329 W.40<sup>th</sup>  
Scottsbluff, NE 69361

Legend Buttes Health Services of Crawford  
11 Paddock St.  
Crawford, NE 69339

Box Butte General Hospital  
2101 Box Butte Ave.  
Alliance, NE 69301

Bluffs Chiropractic Clinic  
303 McKenzie Ave.  
Scottsbluff, NE 69341

**Home Health/Homemakers**

Gordon Memorial Hospital  
300 East 8<sup>th</sup> St.  
Gordon, NE 69343

Sidney Regional Medical Center  
1000 Pole Creek Crossing  
Sidney, NE 69162

Legend Buttes Health Services  
11 Paddock St.  
Crawford, NE 69339

Regional West Medical Center  
4021 Ave. B  
Scottsbluff, NE 69361

**Hospital Discharge Planners**

Gordon Memorial Hospital  
300 East 8<sup>th</sup> St.  
Gordon, NE 69343

Box Butte General Hospital  
2101 Box Butte Ave.  
Alliance, NE 69301

Morrill County Hospital  
1313 S St.  
Bridgeport, NE 69336

Legend Buttes Health Services  
11 Paddock St.  
Crawford, NE 69339

Garden County Hospital & Nursing Home  
Oshkosh, NE 69154

Regional West Medical Center  
4021 Ave.  
Scottsbluff, NE 69361

**RSVP**

Alliance RSVP  
Senior Center  
212 Yellowstone Ave.  
Alliance, NE 69301

Chadron RSVP  
Crestview Manor  
420 Gordon, Ave  
Chadron, NE 69337

**Life Line**

Connect America  
1-800-215-4208  
One Belmont Ave.  
Bala Cynwyd, PA 19004

Critical Signal Technologies  
1-888-557-4462  
2745 Meadowbrook Rd.  
Novi MI 48377

Phillips Lifeline  
1-855-655-4400 ext.55311  
111 Lawrence Street  
Framingham, MA 01702-8156

Sidney Regional West Medical Center  
308-254-5825  
1000 Pole Creek Crossing  
Sidney, NE 69162

**Nursing Homes**

Sidney Care & Rehab  
1435 Toledo  
Sidney, NE 69162

Crest View Manor Nursing Home  
420 Gordon  
Chadron, NE 69337

RWMC/Garden County Hospital and Nursing Home  
Highway 27 North Oshkosh  
Oshkosh, NE 69154

Kimball County Manor  
810 E 7<sup>th</sup>  
Kimball, NE 69145

Heritage Estates  
2325 Lodge Dr.  
Gering, NE 69341

Scottsbluff Care and Rehab  
111 W. 36<sup>th</sup> St  
Scottsbluff, NE 69361

Mitchell Care Center  
1723 23<sup>rd</sup> St.  
Mitchell, NE 69357

Pioneer Manor Nursing Home  
P.O. Box 310  
Hay Springs, NE 69347

Parkview Lodge-Rushville Community Hospital  
307 Conrad-P.O. Box 129  
Rushville, NE 69343

Gordon Country Side Care  
Route #1 500 East 10<sup>th</sup>  
Gordon, NE 69343

Chimney Rock Villa  
106 E. 13<sup>th</sup>

Bayard, NE 69334

SkyView of Bridgeport  
5<sup>th</sup> and N Street  
Bridgeport, NE 69336

Ponderosa Villa  
11 Paddock  
Crawford, NE 69339

**HANDYMAN COORDINATORS**

Box Butte County  
212 Yellow Stone  
Alliance, NE 69301

Kimball County  
223 South Chestnut  
Kimball, NE 69145

Morrill County  
P.O. Box 77  
Bridgeport, NE 69336

Scottsbluff County  
1825 10<sup>th</sup> St  
Gering, NE 69341

## AOWN SENIOR CENTERS

Alliance Senior Center  
212 Yellowstone  
Alliance, NE 69301  
308-762-8774  
Box Butte County  
Julie Escamilla –Cong/HD

Banner County Schools  
Banner County, NE 69345  
308-436-5652  
Banner County  
Sharon Lease-Cong

Bayard Senior Center  
511 Main Street  
Bayard, NE 69334  
308-586-1966  
Morrill County  
Diana Hagel-Cong/HD

Bridgeport Senior Center  
Prairie Winds Comm. Center  
424 N. Main  
308-262-1868  
Bridgeport, NE 69336  
Morrill County  
Holly Hielmstad-Cong/HD

Chadron Senior Center  
251 Pine Street  
Chadron, NE 69337  
308-432-2734  
Dawes County  
Sheila Motz-Cong/HD

Chappell Senior Center  
American Legion Hall  
245 Matlock-Deuel County  
308-874-2954  
Shawna Vrbas-Cong/HD

Dawes County Senior Center  
604 2<sup>nd</sup> Street  
Crawford, NE 69339  
308-665-1515  
Dawes County  
Cindy Zilinski-Cong/HD

Gering Senior Center  
2005 Depot  
Gering, NE 69341  
308-436-3233  
Scottsbluff County  
Eva Ramirez-Cong/HD

Gordon Senior Center  
113 East 3rd  
Gordon, NE 63443  
308-282-2939  
Sheridan County  
Betty Lorenz-Cong/HD

Sunshine Senior Center  
Main and Highway 20  
Harrison, NE 69346  
308-668-2261  
Sioux County  
Donna Wickersham-Cong/HD

Hay Spring Senior Center  
125 N. Main Street  
Hay Springs, NE 69347  
308-638-4534  
Sheridan County  
Peggy Tlustos- Cong/HD

Hemingford Senior Center  
517 Niobrara  
Hemingford, NE 69348  
308-487-5550  
Box Butte County  
Susan Wurst-Cong/HD



Frriendship Senior Center  
107 South Oak  
Kimball, NE 69145  
308-235-4505  
Kimball, NE 69145  
308-235-4505  
Kimball County  
Eileen Rowley- Cong/HD

Tiger Den  
504 W. Hwy 26  
Lewellen, NE 69147  
308-778-0102  
Garden County  
Garnett Storer-Cong/HD

Mitchell Senior Center  
1257 Center Avenue  
Mitchell, NE 69357  
308-623-1145  
Scottsbluff County  
Shirley Smith-Cong/HD

Morrill Manor Senior Center  
326 W. Charles  
Morrill, NE 69358  
308-247-3323  
Scottsbluff County  
Shirley Swenson-Cong/HD

Oshkosh Senior Center  
303 Main Street  
Oshkosh, NE 69145  
308-772-3400  
Garden County  
Nikki Bruesch-Cong/HD

Rushville Senior Center  
210 South Main Street  
Rushville, NE 69360  
308-327-2061  
Sheridan County  
Dorothy Nyffler-Cong/HD

Scottsbluff Senior Center  
1502 21<sup>st</sup> Avenue  
Scottsbluff, NE 69361  
308-635-0263  
Scottsbluff County  
Bob Waddell-Cong/HD

Sidney Senior Center  
Cheyenne Comm. Center  
627 Toledo  
Sidney, NE 69162  
308-254-4835  
Cheyenne County  
Judy Schaefer-Cong/HD

## Nebraska Department of Health and Human Services

<b>Contract/Subaward Information</b>		
Order Number: 18025	CFDA Number:	
Prepared By: Cheryl R. Brunz	Date: 7/3/17	
<b>Determination of Subrecipient and Contractor</b>		
<p>(a) A subrecipient is a state or local government, college, university or non-profit organization that expends federal awards received from a pass-through entity to carry out a federal program. Generally, a primary recipient makes a subaward to provide public health assistance or achieve a public purpose authorized by a federal law.</p> <p>(b) A contractor is a dealer, distributor, merchant or other seller providing goods and services that are necessary for conducting a federal program. Generally, a primary recipient uses a procurement contract when the recipient buys goods or services for its own benefits or use.</p>		
<b>Sub-recipient Checklist</b>		
• Determines who is eligible to receive what federal finance assistance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
• Has its performance measured against whether the objectives of the federal program are met?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
• Has responsibility for programmatic decision making?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
• Has responsibility for adherence to compliance requirements applicable to the federal program?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
• Uses the federal funds to carry out a program of the entity as compared to providing goods or services for a program of the pass-through entity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
• Subject to Single Audit under 2 CFR 200?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Contractor Checklist</b>		
• Provides goods or services within normal business operations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
• Provides similar goods or services to many different purchasers?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
• Operates in a competitive environment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
• Provides goods or services that are ancillary to the operation of the federal program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
• Is not subject to the compliance requirements of the federal program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Use of Judgment</b>		
<p>In making the determination of whether a subrecipient or contractor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present, and judgment should be used in determining whether an entity is a subrecipient or contractor. In some cases, it may be difficult to determine whether the relationship with the entity is that of a subrecipient or of a contractor. The federal cognizant agency for audit, the oversight agency for audit, or the federal awarding agency may be of assistance in making those determinations.</p>		
<b>Determination</b>		
Subrecipient/Contractor Name: Philip's Lifeline	Order Number: 18025	
Signature: Cheryl R. Brunz	Date of Signature: 7/3/17	

## Nebraska Department of Health and Human Services

<b>Contract/Subaward Information</b>		
Order Number: <u>20775</u>	CFDA Number:	
Prepared By: <u>Cheyl R. Brunz</u>	Date: <u>7/3/17</u>	
<b>Determination of Subrecipient and Contractor</b>		
<p>(a) A subrecipient is a state or local government, college, university or non-profit organization that expends federal awards received from a pass-through entity to carry out a federal program. Generally, a primary recipient makes a subaward to provide public health assistance or achieve a public purpose authorized by a federal law.</p> <p>(b) A contractor is a dealer, distributor, merchant or other seller providing goods and services that are necessary for conducting a federal program. Generally, a primary recipient uses a procurement contract when the recipient buys goods or services for its own benefits or use.</p>		
<b>Sub-recipient Checklist</b>		
Determines who is eligible to receive what federal finance assistance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has its performance measured against whether the objectives of the federal program are met?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has responsibility for programmatic decision making?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has responsibility for adherence to compliance requirements applicable to the federal program?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Uses the federal funds to carry out a program of the entity as compared to providing goods or services for a program of the pass-through entity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Subject to Single Audit under 2 CFR 200?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Contractor Checklist</b>		
Provides goods or services within normal business operations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provides similar goods or services to many different purchasers?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Operates in a competitive environment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provides goods or services that are ancillary to the operation of the federal program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is not subject to the compliance requirements of the federal program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Use of Judgment</b>		
<p>In making the determination of whether a subrecipient or contractor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present, and judgment should be used in determining whether an entity is a subrecipient or contractor. In some cases, it may be difficult to determine whether the relationship with the entity is that of a subrecipient or of a contractor. The federal cognizant agency for audit, the oversight agency for audit, or the federal awarding agency may be of assistance in making those determinations.</p>		
<b>Determination</b>		
Subrecipient/Contractor Name: <u>Sidney Regional Medical Center</u>	Order Number: <u>20775</u>	
Signature: <u>Cheyl R. Brunz</u>	Date of Signature: <u>7/3/17</u>	

## Nebraska Department of Health and Human Services

<b>Contract/Subaward Information</b>		
Order Number: 04745	CFDA Number:	
Prepared By: Cheryl R Brunz	Date: 7/31/17	
<b>Determination of Subrecipient and Contractor</b>		
<p>(a) A subrecipient is a state or local government, college, university or non-profit organization that expends federal awards received from a pass-through entity to carry out a federal program. Generally, a primary recipient makes a subaward to provide public health assistance or achieve a public purpose authorized by a federal law.</p> <p>(b) A contractor is a dealer, distributor, merchant or other seller providing goods and services that are necessary for conducting a federal program. Generally, a primary recipient uses a procurement contract when the recipient buys goods or services for its own benefits or use.</p>		
<b>Sub-recipient Checklist:</b>		
Determines who is eligible to receive what federal finance assistance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has its performance measured against whether the objectives of the federal program are met?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has responsibility for programmatic decision making?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Has responsibility for adherence to compliance requirements applicable to the federal program?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Uses the federal funds to carry out a program of the entity as compared to providing goods or services for a program of the pass-through entity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Subject to Single Audit under 2 CFR 200?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Contractor Checklist</b>		
Provides goods or services within normal business operations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provides similar goods or services to many different purchasers?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Operates in a competitive environment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provides goods or services that are ancillary to the operation of the federal program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is not subject to the compliance requirements of the federal program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Use of judgment</b>		
<p>In making the determination of whether a subrecipient or contractor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present, and judgment should be used in determining whether an entity is a subrecipient or contractor. In some cases, it may be difficult to determine whether the relationship with the entity is that of a subrecipient or of a contractor. The federal cognizant agency for audit, the oversight agency for audit, or the federal awarding agency may be of assistance in making those determinations.</p>		
<b>Determination</b>		
Subrecipient/Contractor Name: Contract America	Order Number: 04745	
Signature: Cheryl R Brunz	Date of Signature: 7/31/17	

discharge, if the employee is not able to perform all essential functions in a manner acceptable to the AOWN and as expected from other employees who hold the same job.

### **GRIEVANCE POLICY AND PROCEDURE**

Whereas, the Aging Office of Western Nebraska (AOWN) Governing Board recognizes the need for clear and concise communication at all levels of employment of the agency, and whereas the Governing Board desires to hear and resolve reasonable grievances, the Governing Board hereby adopts the following policy. The Governing Board shall hear no grievance until the grievance procedure has proceeded through the Director, Affirmative Action Officer, and has been properly filed with the AOWN Governing Board.

AOWN has adopted procedures designed to provide a just and equitable method for the resolution of grievances without discrimination, coercion, or reprisal against employees who may submit or be involved in a grievance.

A grievance is defined as any dispute concerning corrective action (suspension or discharge only) or written policy/procedure interpretation or application between an employee and AOWN. The grievance procedure will not be used to change but rather to clarify expressed provisions of AOWN and/or department policies and procedures. An appeal of a corrective action (suspension or discharge only) starts at Step 3 of this procedure. If the grievance is a complaint of unlawful harassment or retaliation for reporting or supporting a claim of harassment, the employee must follow the complaint procedure in the Harassment in Employment policy instead of this grievance procedure.

#### **Step 1**

Whenever an employee has a legitimate complaint or feels that a misunderstanding has occurred, the employee will visit with their immediate supervisor at once. The supervisor will attempt to help in every way to provide a decision or solution. If there is a supervisor between the employee and their appointing authority and the employee is not satisfied with the response of the supervisor, the employee will schedule an appointment with their appointing authority to verbally address the issues. The appointing authority will attempt to resolve the issue.

#### **Step 2**

If the employee is not satisfied with the outcome of Step 1, the employee will initiate a written statement to their appointing authority containing the following information:

- Name of person filing the grievance.
- Details of the alleged grievance.
- Names of persons violating AOWN policy.
- Dates of alleged violation.
- Names of witnesses.
- Citation of the AOWN policy (ices)/procedure(s) that have allegedly been violated.
- Requested remedy.

The Appointing Authority may meet with the employee to discuss the grievance but must respond to the grievance, in writing, normally within ten (10) working days from the date of receipt of the grievance. If the employee is not satisfied with the Appointing Authority's response, the employee may request a review of this decision by the Executive Director.

**Step 3**

The employee shall submit a written request to the Executive Director, indicating his or her desire to appeal the decision of the Appointing Authority within ten (10) working days of receipt of the Appointing Authority's response. This written request must include all information as indicated in Step 2 and, in addition, the written response of the Appointing Authority. The Executive Director shall conduct a meeting concerning the grievance within ten (10) working days from receipt of the appeal.

**Step 4**

The grieving employee, who has completed steps 1-3 and are not satisfied with the outcomes, may appeal the grievance to the Governing Board of the AOWN.

- Submit a written grievance with the Chairperson of the Governing Board, the Director, and the Affirmative Action Chairperson within six (6) working days after receipt of the reply from the Director.
- The written grievance must contain the information as requested in Step 2.
- At the Governing Board's discretion the Governing Board will arrange a special fact finding meeting or act on the grievance at the next scheduled Governing Board meeting following the date of receipt of the filed grievance.
- All parties involved shall be entitled to the right of counsel, presentation of evidence, cross-examination and confrontation of adverse witnesses.
- The decision of the AOWN Governing Board will be final and presented to the grieving party in writing, within six (6) working day of the Governing Boards decision.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Aging Office of Western Nebraska (AOWN) continues its firm commitment to the principle of equal employment opportunity and Veteran preference. We provide equal employment opportunity to all employees and applicants for employment without regard to race, color, age, sex, national origin, religion, disability, genetic information (as defined in the Genetic Information Nondiscrimination Act), marital status, pregnancy, military status, or any other prohibited basis of discrimination under applicable local, state, and federal law. We make employment decisions consistent with this principle of equal opportunity. This policy applies to all terms and conditions of employment.

AOWN also believes in the principles of the Americans With Disabilities Act (ADA). That Act prohibits employers from unlawfully discriminating against employees or job applicants with disabilities when making employment decisions. AOWN will provide reasonable accommodation to individuals with disabilities who are otherwise qualified for the job in question. Please recognize, however, that we cannot promise to make any and all accommodations. AOWN must consider each accommodation on a case-by-case basis to determine whether a reasonable accommodation exists and whether any such accommodation would cause an undue hardship.

AOWN wants our commitment to equal employment opportunity to be a success. If you feel we are failing in our duty and promise of equal opportunity to all applicants or employees, please report your concerns at once to your supervisor or appointing authority with whom you feel comfortable discussing the matter. We will take every reasonable measure to correct any unfairness and promise that you will not be subjected to retaliation for bringing such matters to our attention in good faith. We will treat all such concerns with the utmost confidence, to the extent reasonably possible and consistent with a fair resolution of the problem.



Ben,

Cheryl and Carol,

Thanks so much for the very timely submission of your Application for Recertification of a Care Management Unit. We have done an initial review and have a few questions and requests as follows:

- Please send an email or Word document that more specifically indicates the proposed changes to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification. Something that indicates what is to be changed, the page number the change is located on and a simple explanation for the change would be fine. See attached Word document below.
- Please provide a copy of the Care Management Unit's grievance procedure and Equal Opportunity policy. We see that you indicate in the "Personal Policy and Procedures" section that all staff governed by the Care Management Unit will be governed by approved AOWN personal policies and procedures, which includes grievance procedures and an Equal Opportunity policy, so we understand that the policies exist. We would just like to have them with the Care Management Plan of Operations for our records. See Grievance policy and procedure and Equal Employment Opportunity. Attached to this email
- Please provide a copy of the procedure that AOWN uses to record the actual casework time units and Care Management unit services provided each client as required by Title 15 NAC 2 006.01H2. See page 17, 18, and 19
- Please provide a job description for the Care Management Supervisor / CHOICES Supervisor. See page 3, and 4
- Please provide a description of the process that the Care Management Unit uses to monitor contractors (if there are no contractors of the Care Management Unit, please just indicate this is the case in a section of the Care Management Plan of Operation). See Determination of Sub-Recipient vs. contractor checklist 2/2015 attached.
- Please indicate that AOWN's process for obtaining and filing an audit with the SUA will occur by **September 30th of each year**, as required by Title 15 NAC 2 006.02D5. Ben's email dated 2/28/2018 to Carol said to delete this question
- Please provide a copy of the policy that Care Management services for clients as outlined in Title 15 NAC 2 001.01C of these rules and regulations are the exclusive responsibility of the Care Management Unit Supervisor or care manager; except that a supervisor or care manager may delegate to staff of the Care Management Unit the performance of the services of referral, coordination of the Long-Term Care Plan, and monitoring of the delivery of services to clients if supervision is provided by the supervisor or care manager. This is included in the job descriptions of the staff/CHOICES Supervisor.
- Review of the Client's Rights Policies and Procedures (p. 24) and Consent for Care Management Assessment / Services (p.25) indicates that neither document appear to be comprehensive (neither include all client rights required by Title 15 NAC 2 006.02E). Please review and ensure that each document is inclusive of all required rights in Title 15 NAC 2 006.02E. Also, do the clients receive both of these documents or is one for internal use and one for client use? Carol Sinner had a conversation with Ben via telephone on 2/28/2018 regarding Care Managers signature on pg 31. Ben and Carol decided to be on the side of caution to include the Care manager's name and phone number. Therefore we updated pg 31 to include name and phone number.



- Please update the Uniform Data Collection document (p. 32) to reflect State Unit on Aging rather than Nebraska Department on Aging. Finished, which is now reflected on pg. 37
- Please provide a policy or procedure which provides for the SUA completing a periodic review of the Care Management Unit for the purposes of determining compliance as required by Title 15 NAC 2 006.09. Ben's email dated 2/28/2018 to Carol said to delete this question.
- Please provide a policy or procedure which indicates that the Care Management Unit Supervisor is responsible to implement the Plan of Operation and to supervise the activities of the staff and contractors as required by Title 15 NAC 2 006.02B. See CHOICES Supervisor Job description on pg 3 and 4

We are attempting to compile all of this information, which is required by Title 15 NAC 2 for Recertification of a Care Management Units, so that we have current and accurate documents on record. We recognize that in reviewing your submission it is possible that we overlooked an item you provided. If you feel this is the case, please point out the location of the item in your submission so we can acknowledge it's completion.

Thanks again for all your hard work in the completion of this very timely submission. It was truly appreciated. Please do not hesitate to call if further clarification is needed.

**Proposed changes to the Care Management Unit:**

The updated pages were, 41, 42, 43, 44, 45, 46, 47. The only thing that was changed on any of the items on the previous mentioned pages were updated/deleted names, addresses or phone numbers. Page 17-19 were added to provide a procedure and sample of the log. Pg 3 and 4 were originally there just omitted in the reprint.

## Certificate Of Completion

Envelope Id: 7C386BACF70A45B5A5ACD7F5AE27996D

Status: Completed

Subject: Please DocuSign: DHHS Agreement #42873 Y3

Division: MLTC

Agreement Type: Subaward

Source Envelope:

Document Pages: 74

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Dawn LaBay

AutoNav: Enabled

301 Centennial Mall S

Envelopeld Stamping: Enabled

Lincoln, NE 68508-2529

Time Zone: (UTC-06:00) Central Time (US & Canada)

dawn.labay@nebraska.gov

IP Address: 164.119.62.168

## Record Tracking

Status: Original

Holder: Dawn LaBay

Location: DocuSign

6/29/2018 2:54:39 PM

dawn.labay@nebraska.gov

## Signer Events

Cheryl Brunz

cheryl.brunz@nebraska.gov

Executive Director

Aging Office of Western Nebraska

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
D850D22BBD54A6...

Using IP Address: 164.119.62.96

## Timestamp

Sent: 6/29/2018 2:57:29 PM

Viewed: 6/29/2018 4:01:56 PM

Signed: 6/29/2018 4:02:50 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/29/2018 4:01:56 PM

ID: 173e558b-7c9d-43b2-b6f2-b445ad450848

Cynthia Brammeier

cynthia.brammeier@nebraska.gov

Administrator

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
592408F0D41E43F...

Using IP Address: 164.119.63.127

Sent: 6/29/2018 4:02:52 PM

Viewed: 6/29/2018 4:03:41 PM

Signed: 6/29/2018 4:03:50 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/29/2018 4:03:41 PM

ID: 3587b567-2836-4087-92d5-13a01f294074

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Courtney Parker

courtney.parker@nebraska.gov

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 6/29/2018 2:57:29 PM

Viewed: 6/29/2018 2:57:51 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 6/29/2018 2:57:28 PM Viewed: 6/29/2018 2:58:28 PM
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:57:29 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/29/2018 4:02:52 PM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/29/2018 4:03:52 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2018 4:03:52 PM
Certified Delivered	Security Checked	6/29/2018 4:03:52 PM
Signing Complete	Security Checked	6/29/2018 4:03:52 PM
Completed	Security Checked	6/29/2018 4:03:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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## **How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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